

Request for Proposals

**To contract with an experienced economic development practitioner to provide Business
Retention and Assistance services in Louisiana Northwest Region/
Labor Market Area Seven**

Published October 17, 2004



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CALENDAR OF EVENTS

<u>Event</u>	<u>Date</u>
Advertise RFP & mail public announcements	October 17, 2004
Deadline for receiving proposer inquiries	October 31, 2004
Issue responses to proposer inquiries	November 5, 2004
Proposal submission deadline	November 22, 2004
Announce award of successful proposer	December 3, 2004
Contract execution	December 17, 2004

**Request For Proposals
From Economic Development Practitioners
Louisiana Economic Development**

Contracting State Agency:

Louisiana Department of Economic Development
[Presently marketed as Louisiana Economic Development (LED)]

State Agency Contact:

Rick Broussard
Business Retention and Assistance Services
Louisiana Economic Development
P. O. Box 94185
Baton Rouge, LA 70804-9185
Ph: (225) 342-1940
Fax: (225) 342-6820
E-mail: Broussard@la.gov

Deadline For Receiving Proposals:

Completed proposals must be in the possession of LED by 12:00 PM CST November 22, 2004. Proposals should be submitted as soon as possible.

Introduction:

LED is responsible for administering business retention and assistance services to create and retain jobs, expand the tax base, foster industrial clusters, and establish a vibrant Louisiana economy. Presently, the agency seeks to contract with an experienced economic development practitioner to provide LED Regional Representative services in Louisiana Northwest Region/ Labor Market Area Seven comprising the parishes of Bienville, Bossier, Caddo, Claiborne, De Soto, Lincoln, Natchitoches, Red River, Sabine and Webster (see Attachment B).

Minimum Qualifications Considered:

- i. Preferably a baccalaureate degree or higher and/or five (5) years of professional level experience in an economic development situation;
- ii. Preferably a Business Retention and Expansion International (BREI) Consultant Certification;
- iii. Preferably at least five (5) years of economic development experience on the federal, state, regional, and/or local level;
- iv. Must have one (1) year of regional economic development experience in one or more of the parishes within the Louisiana Labor Market to be served;
- v. Must be knowledgeable about business and governmental entities;
- vi. Must be experienced in team building and collaborating on projects with regional and local community leaders and economic development practitioners. Specifically, must possess the requisite skills to build trust among the participants and utilize complementary resources to foster the development of a common regional economic development vision and strategy with measurable goals and objectives;
- vii. Must have an understanding of federal, state, regional, and local government operations and programs;
- viii. Must have strong organizational skills and experience coordinating meetings and other events;

- ix. Must be an outgoing person willing to reach out to business owners/ operators to provide assistance;
- x. Must have excellent written and communication skills including public speaking skills; and
- xi. Must be proficient in Microsoft Word, PowerPoint, Excel and GoldMine.

Scope of Services:

- i. Serve as LED outreach arm;
- ii. Work with business concerns;
- iii. Work with regional and local economic development practitioners throughout the state
- iv. Serve as a conduit to state resources for local development agencies;
- v. Retain, expand, and recruit industries of all types within the Louisiana Labor Market Area to be served;
- vi. Refer businesses to LED cluster professionals, as appropriate;
- vii. Work with service groups to provide information and assistance to local officials and business concerns;
- viii. Coordinate with field offices of other state agencies;
- ix. Coordinate with the Office of Communications and Research Services, as well as other LED divisions to both provide and utilize information;
- x. Develop regional economic development plans with assistance from local allies; and
- xi. Serve as a contract monitor on contracts by and between LED and business concerns or economic development agencies.

Deliverables: Contractor will provide the following to LED:

- i. Economic Development Analysis of the Louisiana Labor Market Area to be served;
- ii. Regional Economic Development Plan/Outline in collaboration with Louisiana Labor Market Area community leaders;
- iii. Regional Economic Development Report on progress made in achieving the Regional Economic Development Plan goals and objectives and performance indicators established by LED;
- iv. Monthly reports on economic development projects in collaboration with local economic developers, contractor must work on an average of fifty-two (52) such projects a year, and;
- v. Monthly reports on collaborations with economic developers which assisted specific business concerns expand, retain jobs and/or locate in the Louisiana Labor Market Area.

Compensation:

- i. Proposer will work as an independent contractor for LED for a period of up to seventeen (17) months and;
- ii. Compensation shall include all expenses incurred by the contractor. Compensation will be reduced if the deliverables and performance indicators established by LED are not met.

Selection Method:

LED will select one (1) Regional Representative for the Louisiana Northwest Region/ Labor Market Area Seven to meet the goals and objectives of this proposal. The successful proposer will demonstrate an ability and enthusiasm to accomplish the aforesaid work to be performed.

Proposal Format:

Proposer must submit one (1) proposal comprised of:

- i. An executive summary introducing the purpose and scope of the proposal; the response date; proposer name, address, phone number, electronic mail address (email); and the stipulation that the proposal will be valid for at least ninety (90) days from the date of submission;
- ii. A description of qualifications including job objective; work experience with a comprehensive listing of agencies, contact persons, phone numbers and dates in which similar work has been done both in the Louisiana Labor Market Area to be served and elsewhere; academic background; and technical qualifications;
- iii. A narrative description of the methodology for providing the aforesaid services including a precise statement of what the state of Louisiana will receive as an end product of the services. For the purpose of this proposal, the term methodology shall mean the particular procedure(s) that will be employed to accomplish the goals and objectives of this proposal specifically relating to aspects of managerial training; technical assistance; mentoring; assistance in acquiring conventional business financing and equity investments; collaboration with and utilization of local community and regional leaders, economic development practitioners, and others to design and implement an economic development strategic plan including such processes as:
 - a) Visioning with a representative group of individuals to discern what a healthy industrial cluster sector might look like in five years;
 - b) Conducting a strengths, weaknesses, opportunities and threats (SWOT) analysis on selected business clusters;
 - c) Goal setting with a group of participants to review the vision and SWOT analysis, set achievable goals, and recommend action plans for industrial clusters over the next five years;
 - d) Developing a basic list of recommended action plans, projects, techniques, innovative partnerships, etc. that can effectively achieve the goals and objectives over the next five years;
 - e) Coordinating advertised meetings with the public to clarify the draft set of goals and action plans, as well as subsequent final public meetings to review the Strategic Plan.
- iv. Total cost of all contract related expenses

Selection Procedure:

All proposals must be submitted in Microsoft Word format by mail to:

Rick Broussard
Office of Business Retention and Assistance Services
Louisiana Economic Development
1051 N. 3rd Street
Baton Rouge, LA 70804-9185

on or before 12:00 PM CST on November 22, 2004, to be considered. Proposals received after 12:00 PM CST, November 22, 2004, will not be considered for the purposes of this RFP. A contract package will be forwarded to the successful applicant on December 3, 2004. See Attachment A for a sample contractual agreement).

Proposals will be judged on the following criteria:

- a) Economic development experience and technical qualifications
- b) Regional experiences and relationships
- c) Methodology
- d) Cost*

Criteria	Maximum Score
Economic Development Experience & Technical Qualifications	30%
Regional Experience & Relationships	25%
Methodology	25%
Cost*	20%
Total Score	100%

*Each proposer will receive a Cost Score computed as follows:

$$CS = LPC/PC$$

Where:

CS = Computed cost score for applicant

LPC = Lowest proposed cost of all applicants

PC = Applicant's proposed cost

Each criterion will be rated on a 0 to 10 basis. Subsequently scores will be compiled and LED will select the winning proposal with the highest score. However, LED reserves the right to select the top three (3) proposals, request an in-person presentation, and subsequently award the contract to the proposer receiving the highest score for the presentation. Unsuccessful proposers will be notified accordingly.

PRESENTATION CRITERIA AND SCORING

	Maximum Score
Ideas and Content	
Demonstrates understanding of purpose and conveys clear, focused main ideas	40
Organization	
Presentation is effective; has clear beginning, middle, and end; and has clear sequencing of ideas	20
Language	
Speaker uses a variety of descriptive and accurate words appropriate to audience and purpose and uses vocabulary of the discipline	20
Delivery	
Speaker uses eye contact, speaking rate, volume, enunciation, oral fluency, vocal energy, and gestures to communicate ideas effectively when speaking and delivery is supported by effective visual media, including slides, props, or handouts	20
TOTAL POINTS	100

Additional Information/Questions:

All requests for additional information and/or questions should be directed to the state agency contact shown in this RFP. Requests or questions must be received by the LED contact no later than 12:00 PM CST, October 31, 2004. Copies of any substantive answers will be forwarded via electronic mail to all parties requesting RFPs. Sample materials submitted with the RFP will not be returned by LED.

Attachment A
Sample Contractual Agreement

**STATE OF LOUISIANA,
Department of Economic Development**

CONSULTING SERVICES CONTRACT

Be It Known, that as of the 1st day of February, 2005, the **LOUISIANA DEPARTMENT OF ECONOMIC DEVELOPMENT**, Business Retention and Assistance Services, 1051 North 3rd Street, P. O. Box 94185, Baton Rouge, Louisiana 70804-9185 (hereinafter sometimes referred to as **ALED** or **AState**); and _____ (**Name and Address of Contractor**)(hereinafter sometimes referred to as **AContractor**); in order to serve the public for the purposes hereinafter declared, have entered into this Contract for Consulting Services, under the following terms and conditions.

I. Introduction

The State of Louisiana, and particularly the Office of Business Retention and Assistance Services of the LED is responsible for administering business retention and assistance services to create and retain jobs, expand the tax base, foster industrial clusters, and establish a vibrant Louisiana economy. The State has an interest in determining its strengths and weaknesses in the economic development of its various Regions, in order to provide better planning to stimulate enhanced economic development throughout the State. LED seeks to contract with an experienced economic development practitioner to assume the position of LED Regional Representative in the Louisiana _____ Region/Labor Market Area comprising the Parishes of _____.

Louisiana: Vision 2020 is the Master Plan for Economic Development for the State of Louisiana. In support of the goals of Vision 2020, the Contractor proposes to undertake the projects as described under "Scope of Services" below to provide these necessary services; and in order to serve the public for the purposes herein declared, the Louisiana Department of Economic Development and the named Contractor have entered into this Contract/Agreement.

This project has a public purpose, and is in the public interest of the State of Louisiana and its citizens.

II. Scope of Services

The **Goals** of this Contract are for the Contractor: a) to provide unto LED the services of an experienced economic development practitioner to assume the position of LED Regional Representative in Louisiana _____ Region/Labor Market Area _____ b) to reveal the relative strengths and weaknesses of the State's economic development program of this Region, allowing leaders to undertake strategic planning to enhance our competitive and comparative positions; c) to provide information that supports better planning resulting in enhanced economic

development of this Region, allowing the State to focus resources where they will yield the best return on investment; and d) provide information which will help develop a program to address the specific needs identified.

The **Objective** of this Contract is to provide financial support to the Contractor in order to assess this Region's and the State's competitive position, determine its strengths and weaknesses in economic development, and thereby facilitate and stimulate strategic planning resulting in enhanced economic development and the growth of economic development throughout the State, and to provide information which can be used to develop a program to address the specific needs identified.

And, in connection therewith, the Contractor hereby agrees to furnish the following services:

The Contractor shall:

- A. Serve as LED's outreach arm;
- B. Work with business concerns;
- C. Work with regional and local economic development practitioners throughout the state;
- D. Serve as a conduit to state resources for local development agencies;
- E. Retain, expand, and recruit industries of all types within Louisiana Region/Labor Market Area _____;
- F. Refer businesses to LED cluster professionals, as appropriate;
- G. Work with service groups to provide information and assistance to local officials and business concerns;
- H. Coordinate with field offices of other state agencies;
- I. Coordinate with the Office of Communications and Research Services, as well as other LED divisions to both provide and utilize information;
- J. Develop regional economic development plans with assistance from local allies; and
- K. Serve as a contract monitor on contracts by and between LED and business concerns or economic development agencies.

These activities of the Contractor shall seek to assess the needs of this Region of the State with regard to economic development, in order to assess this Region's and the State's competitive position, determine its strengths and weaknesses in economic development, and provide better planning to stimulate enhanced economic development throughout the State; and to provide information that can be used to develop a program to address the specific needs identified.

Deliverables: At the end of each calendar month during the term of this Agreement, Contractor shall furnish LED with the following:

- vi. Monthly reports on economic development projects in collaboration with local economic developers (Contractor must work on an average of four (4) such projects per month) in the Louisiana _____Region/Labor Market Area ____and;
- vii. Monthly reports on collaborations with economic developers which assisted specific business concerns expand, retain jobs and/or locate in the Louisiana _____Region/Labor Market Area _____;

AND, within fifteen (15) days after the termination of this Agreement, Contractor shall submit to LED the following:

- viii. A written Economic Development Analysis of the Louisiana Region/Labor Market Area ____;
- ix. A written Regional Economic Development Plan/Outline prepared in collaboration with Louisiana _____Region/Labor Market Area community leaders;
- x. A written Final Regional Economic Development Report on progress made in achieving the Regional Economic Development Plan goals and objectives and performance indicators established by LED, including the Contractor's written executive summary and statement outlining all duties and services performed and describing or summarizing the activities or events which were a part of this project.

Monitoring Plan: The LED Contract Monitor shall review with the Contractor the plans for the Contractor's performance of the duties and services described above prior to the performance thereof; shall review the monthly and quarterly written reports, as well as any other deliverables; and the Contract Monitor shall review the Contractor's written executive summary and statement outlining all duties and services performed and describing or summarizing the activities or events which were a part of this project; all to ensure Contractor's compliance with Contract requirements.

Additionally, he shall review and analyze Contractor's Invoices, and shall:

- A. Contact Contractor for any further detail, information or documentation when necessary;
- B. Identify any ineligible items requested in the Invoice, and notify Contractor of such ineligibility;
- C. Coordinate with LED's fiscal office for payment to Contractor, and/or obtaining of any further needed documentation.

The Contract Monitor shall also review and analyze deliverables and the written reports for compliance with the scope of services; and shall:

- E. Compare reports to Goals, Objectives and Performance Measures as outlined in this Contract to determine the progress being made;
- F. Contact Contractor to secure any missing deliverables;
- G. Maintain telephone and/or e-mail contact with Contractor on Contract activity and/or make visits to the Contractor and site in order to review the progress and completion of the Contractor's services, and to verify information as outlined in the final written report.

Performance Measures: Performance Measures for this Contract shall be the timely and successful performance of all of the duties and services contemplated by this Contract; the timely submission of the written monthly and final reports, executive summary and any other deliverables required herein; and the successful production and conclusion of the full project itself, including:

- A. Contractor's timely outreach and collaboration with community representatives, and other processes utilized to gather appropriate information for the project.
- B. Contractor's resources, initiatives, activities and performance of services in the attainment of goals and objectives of this Contract.
- C. Contractor's timely completion and submission of the written monthly and final reports relating to the Contractor's performance consistent with the goals and objectives of this Contract.

III. Payment Terms

In consideration of the services described above, LED hereby agrees to pay the Contractor a fixed maximum fee of \$.00, which sum shall be inclusive of all costs and expenses to be incurred by LED associated with the delivery of services rendered in connection with this Contract. Such Compensation will be reduced if the deliverables and performance indicators established by LED are not met.

If Contractor's progress and/or delivery or completion of services is to the reasonable satisfaction of LED, payment will be made by LED unto Contractor in **seventeen (17)** equal monthly payments of \$.00 each, which sums shall be paid after the receipt, acceptance and approval by LED of the Contractor's written monthly and/or final report, as the case may be; and also after receipt from Contractor and approval by LED of an appropriate invoice certifying that all services justifying the requested payment have been fully performed. All original documentation supporting the invoice shall be maintained by Contractor, and shall be subject to audit, as hereinafter stated. Payment will be made to Contractor from LED only on the approval of LED's Contract Monitor or the LED Secretary.

LED retains the right to provide some travel expense reimbursement only upon the availability of funds; and such travel expenses, if any, shall be reimbursed only in accordance with the provisions of Division of Administration, Policy and Procedure Memorandum No. 49.

IV. Contract Term

This Contract shall begin as of February 1, 2005, and all services required hereunder shall be completed and this Contract shall terminate on June 30, 2006.

V. Tax Liability

Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this Contract shall be Contractor's obligation, identified under Federal Tax Identification Number: _____.

VI. Termination for Cause

LED may terminate this Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract; provided that LED shall give the Contractor written notice specifying the Contractor=s failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or thereafter proceeded diligently to complete such correction, then LED may, at its option, place the Contractor in default and this Contract shall terminate on the date specified in such notice. The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of LED to comply with the terms and conditions of this Contract; provided that the Contractor shall give LED written notice specifying LED=s failure.

VII. Termination for Convenience

Either party may terminate this Contract at any time by giving thirty (30) days written notice. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

The State may amend and/or terminate this Contract due to budgetary reductions or changes in funding priorities by the State upon thirty (30) days written notice.

VIII. Remedies for Default

Any claim or controversy arising out of this Contract shall be resolved under the provisions of LSA - R.S. 39:1524 thru 1526.

IX. Ownership and Confidentiality

All records, reports, documents and other material delivered or transmitted to Contractor by State shall remain the property of State, and shall be returned by Contractor to State, at Contractor=s expense, at the termination or expiration of this Contract. All records, reports, documents, or other material related to this Contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of State, and shall, upon request, be surrendered or returned by Contractor to State, at Contractor=s expense, at the termination or expiration of this Contract.

Contractor shall maintain as confidential any and all information obtained in the process of completing the project for LED, including, but not limited to, the information contained in the final documents. This obligation of confidentiality shall survive the termination of this Agreement, and shall remain in effect until such time as LED releases Contractor from this confidentiality obligation.

X. Assignment

The Contractor shall not assign any interest in this Contract and shall not transfer any interest in same (whether by assignment, novation or otherwise), without prior written consent of the State; provided however, that claims for money due or to become due to the Contractor from the State may be assigned to a bank, trust

company, or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

XI. Auditors

It is hereby agreed that the Legislative Auditor of the State of Louisiana, and/or the Office of the Governor, Division of Administration auditors, and/or the LED auditor shall have the option of auditing all accounts and records of the Contractor which relate to this Contract.

XII. Discrimination Clause

The Contractor agrees to abide by the requirements of Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, not to discriminate against participants, and that all services under this Contract will be delivered without regard to race, color, religion, age, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities.

Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of this Contract.

XIII. Public Liability

Contractor hereby agrees to protect, defend, indemnify, save and hold harmless the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expenses and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of Contractor, its agents, servants, and employees or any and all costs, expenses and/or attorney fees incurred by the Contractor as a result of any claims, demands, and/or causes of action except for those claims, demands, and/or causes of action arising out of the negligence of the State of Louisiana, its State Departments, Agencies, Boards and Commissions, its agents, representatives, and/or employees. Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

XIV. Entire Agreement Clause

This contract, together with the RFP and addenda issued thereto by LED, the proposal submitted by the Contractor in response to LED's RFP, and any exhibits specifically incorporated herein by reference, constitute the entire agreement between the parties with respect to the subject matter.

XV. Order of Precedence Clause

In the event of any inconsistent or incompatible provisions, this signed agreement (excluding the RFP and the Contractor's proposal) shall take precedence, followed by the provisions of the RFP, and then by the terms of the Contractor's proposal.

XVI. Governing Law

This is a Louisiana Contract, and all the terms of this Contract shall be construed in accordance with and all disputes relating thereto shall be governed by the laws of the State of Louisiana of the United States of America; and Contractor hereby submits to the jurisdiction of the Courts located in the Parish of East Baton Rouge, in the State of Louisiana, in the event of any legal proceedings in connection with this Contract.

IN WITNESS WHEREOF, this Contract has been signed by the undersigned duly authorized representative of the Contractor, for the uses, purposes, and benefits herein expressed, in the presence of the undersigned competent witnesses, at _____, Louisiana, on _____, 2005, to be effective as of the date first shown above, after a due reading of the whole document.

WITNESSES:

Witness

Witness

CONTRACTOR:

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, this Contract has been signed by the undersigned duly authorized officers of LED, for the uses, purposes, and benefits herein expressed, in the presence of the undersigned competent witnesses, at Baton Rouge, Louisiana, on _____, 2004, to be effective as of the date first shown above, after a due reading of the whole document.

LED Contract Monitor

Witness

Witness

Witness

Witness

Witness

Witness

Witness

Witness

**LOUISIANA DEPARTMENT OF
ECONOMIC DEVELOPMENT**

By: _____
Secretary of LED

By: _____
UnderSecretary of LED

By: _____
Assistant Secretary of LED

By: _____
Director
Business Retention and Assistance Services

Attachment B

Map of Louisiana Labor Market Areas

